Amendment No. 1 to The Master Agreement between the Judicial Council of California, Administrative Office of the Courts and Wakefield & Associates, Inc.

This Amendment is made by and between: Wakefield & Associates, Inc., with offices at 830 East Platte Avenue, Fort Morgan, Colorado 80701, hereinafter referred to as "Contractor" and the Judicial Council of California, Administrative Office of the Courts ("AOC"), for the benefit of the 58 Superior Courts of California ("Courts"), the Counties of the State of California ("Counties") and other governmental or regulatory entities identified by the AOC (individually, a "Participating Entity"; collectively, the "Participating Entities") to modify the Master Agreement entered into on January 28, 2009 ("Master Agreement").

Pursuant to this Amendment No. 1 to Master Agreement No. MA-200902 between the AOC and the Contractor:

The purpose of this Amendment is to assign this Agreement to Wakefield & Associates, Inc.

In accordance with the attached Assignment and Assumption Agreement and Consent to Assignment and Assumption of Agreement entered into between Affiliated Credit Services, Inc. (previous Contractor), the AOC, and Wakefield & Associates, Inc. (new Contractor), the AOC hereby assigns this Agreement, in its entirety, to Wakefield & Associates, Inc., said assignment to be effective as of January 1, 2010.

Except as provided herein, all the terms and conditions of the Master Agreement shall remain in full force and effect.

SIGNATURES	
Judicial Council of California, Administrative Office of the Courts	**Contractor: Wakefield & Associates, Inc.**
Name: Grant Walker	Name: Tyler Marsh
Title: Senior Manager – Business Services	Title: Partner
Date: 3/15/10	Date: 3-8-10
Signature:	Signature:

ASSIGNMENT AND ASSUMPTION AGREEMENT AND CONSENT TO ASSIGNMENT AND ASSUMPTION OF AGREEMENT

This Assignment and Assumption Agreement and Consent to Assignment and Assumption of Agreement (this "**Assignment Agreement**") is effective as of January 1, 2010 by and between Affiliated Credit Services., a corporation duly organized and existing under the laws of the State of Colorado with a principal office in Fort Morgan, Colorado ("**ACS**"), Wakefield & Associates, Inc., a corporation duly organized and existing under the laws of the State of Colorado with a principal office in Fort Morgan, Colorado ("**Wakefield**"), and the State of California acting by and through the Judicial Council of California, Administrative Office of the Courts, with a principal office in San Francisco, California (the "**AOC**"), with reference to the following facts. For purposes of this Assignment Agreement, ACS, Wakefield, and the AOC are sometimes individually referred to as a "**Party**" and collectively as the "**Parties**":

RECITALS:

A. Effective January 28, 2009, ACS and the AOC entered into that certain Master Agreement, identified as Master Agreement No. MA-200902 (together with all Exhibits and Appendices thereto, and any resulting Participating Agreements, the "**Master Agreement**").

B. Under the Master Agreement, ACS may furnish collections services to one or more of the 58 Superior Courts of California; the Counties of the State of California; and other governmental or regulatory entities identified by the AOC.

C. In furtherance of the consolidation of ACS and Wakefield, this Assignment Agreement is intended to evidence ACS' assignment of the Master Agreement to Wakefield, and Wakefield's assumption of the Master Agreement, including all of ACS' rights, interests, benefits, entitlements, duties, obligations, responsibilities, and liabilities under or flowing from the Master Agreement as if Wakefield was the original party to the Master Agreement (the "**Assignment and Assumption**").

D. ACS desires to memorialize its assignment of the Master Agreement to Wakefield, including all of ACS' rights, interests, benefits, entitlements, duties, obligations, responsibilities, and liabilities under or flowing from the Master Agreement to Wakefield (the "**Assignment**").

E. Wakefield desires to memorialize its assumption of the Master Agreement, including all of ACS' rights, interests, benefits, entitlements, duties, obligations, responsibilities, and liabilities under the Agreement (the "**Assumption**" and together with the Assignment, the "**Assignment and Assumption**").

F. Wakefield has all required rights, authorities, experience, expertise, licenses, permits, and qualifications to undertake, fully perform, and discharge all of ACS' duties, obligations, responsibilities, and liabilities under or flowing from the Master Agreement.

NOW, THEREFORE, in consideration of the foregoing Recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ACS, Wakefield, and the AOC hereby agree as follows:

1. **Assignment and Assumption.**

1.1. Assignment. ACS hereby fully, forever, and absolutely assigns and transfers the Master Agreement to Wakefield. Wakefield hereby assumes the Master Agreement from ACS, including all of ACS' rights, interests, benefits, entitlements, duties, obligations, responsibilities, and liabilities under or flowing from the Master Agreement as if Wakefield was the original party to the Maser Agreement. Notwithstanding anything in this Master Agreement to the contrary, the rights, interests, benefits, entitlements, duties, obligations, responsibilities and liabilities assumed by Wakefield shall be no greater than the rights, interests, benefits, entitlements, duties, obligations, responsibilities and liabilities of ACS under, related to, or flowing from the Master Agreement.

1.2. Ratification. Wakefield hereby ratifies and affirms all actions taken by ACS under or with respect to the Master Agreement with the same force and effect as if Wakefield was the original party to the Master Agreement and those actions had been taken and performed by Wakefield under or with respect to the Agreement.

1.3. Purpose of Assignment and Assumption. The assignment and assumption provided for in this Assignment Agreement are an absolute assignment and assumption, and are neither given by ACS nor accepted by Wakefield as security or collateral for any obligations of ACS or Wakefield to one another.

1.4. Warranty by Wakefield. Wakefield warrants it has all necessary or required rights, authorities, experience, expertise, licenses, permits and qualifications to undertake, fully perform, and discharge all of ACS' duties, obligations, responsibilities and liabilities under or flowing from the Master Agreement.

2. **AOC's Consent to Assignment and Assumption.**

2.1. Consent. The AOC hereby executes and enters into this Assignment Agreement solely for the purpose of consenting to, and the AOC hereby consents to, the Assignment and Assumption of the Master Agreement on and subject to the terms and conditions set forth in this Assignment Agreement.

3. **Miscellaneous.**

3.1. Governing Law; Jurisdiction. This Assignment Agreement is exclusively governed by the laws of the State of California without resort to its choice of law provisions. In the event of a dispute between the AOC, on the one hand, and any one or more of ACS or Wakefield concerning the Assignment Agreement, the Assignment and Assumption, the Consent, or any matter related thereto, the Parties hereto agree that any lawsuit or other dispute-resolution proceeding in respect of such dispute shall occur exclusively within the State of California. The state and federal courts and authorities with jurisdiction in the State of California

shall have exclusive jurisdiction over all controversies which shall arise under or in relation to this Assignment Agreement, the Master Agreement, the Assignment and Assumption, or the Consent. The Parties hereby irrevocably consent to service, jurisdiction, and venue of the state and federal courts within the State of California for all such litigation, and waive any other venue to which any of them is or may be entitled.

3.2. Recitals and Exhibits Incorporated. The Recitals set forth in this Agreement and the Exhibits attached to this Agreement, if any, are a part of and are incorporated into this Assignment Agreement for all purposes.

3.3. Further Assurances. ACS and Wakefield agree to execute any further instruments and agreements, and to perform any further acts, as may be necessary to carry out the purposes and intent of this Assignment Agreement.

3.4. Binding Effect. This Assignment Agreement is binding upon and inures to the benefit of ACS and Wakefield and their respective successors and assigns. The AOC is an intended third-party beneficiary of the Assignment and Assumption provided for in this Assignment Agreement. Otherwise, no third parties are intended to be benefited by or to have any rights under this Assignment Agreement.

3.5. Signature Authority. Each Party hereby represents and warrants to each of the other Parties that it has taken all actions necessary to authorize its execution, delivery, and performance of this Assignment Agreement, and that the person signing this Assignment Agreement on its behalf has all necessary capacity and due authority to sign this Assignment Agreement on its behalf.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below their respective signatures.

AFFILIATED CREDIT SERVICES, INC., a Colorado corporation

By: _____
Matt Law S, its President/CEO
Date: March 8, 2010

WAKEFIELD & ASSOCIATES, INC., a Colorado corporation

By: _____
M. Scott Beckhardt, its President
Date: 8 - March - 2010

CONSENT TO ASSIGNMENT AND
ASSUMPTION OF AGREEMENT

THE STATE OF CALIFORNIA acting by and through the JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS

By: _____
Grant Walker
Its: Senior Manager, Business Services,
Judicial Council of California,
Administrative Office of the Courts
Date: 3/15/10